

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		08/31/2004	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	W.A. Whitney Co.
Street Address:	650 Race Street
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61105
Entity Type:	CORPORATION: ILLINOIS

Name:	Esterline Technologies Corporation
Street Address:	10800 NE 8th Street
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	61105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76300963	W.A. WHITNEY
Serial Number:	76300964	W.A. WHITNEY
Serial Number:	76300966	W.A. WHITNEY
Serial Number:	76300965	W.A. WHITNEY
Registration Number:	1847580	WHITNEY
Serial Number:	78217185	36TC
Serial Number:	78217174	44TC
Serial Number:	75567592	ILC

CH \$215.00 76300963

900012376

TRADEMARK
REEL: 002927 FRAME: 0861

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Keum A. Yoon

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

33444/13

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 6

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "**Release**") is made as of August 31, 2004 (the "**Effective Date**"), by Wachovia Bank, National Association ("**Wachovia**"), as collateral agent (the "**Collateral Agent**") for each of the Secured Parties in favor of the Grantors (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of June 11, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Esterline Technologies Corporation, Wachovia, as Administrative Agent and as Collateral Agent, and the Lender Parties thereto, and (ii) that certain Security Agreement dated as of June 11, 2003, by and among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors (capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of June 11, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**IP Security Agreement**") by and among the Grantors and the Collateral Agent, each Grantor has granted to the Collateral Agent, for the ratable benefit for the Secured Parties, a security interest in all of the Grantors' right, title and interest in and to the Patents, Trademarks and Copyrights (as each term is defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded on September 29, 2003 with the United States Patent and Trademark Office under reel and frame numbers 2829/0799 with respect to trademarks and under reel and frame number 14506/0608 with respect to patents; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the Collateral Agent desires to release its security interest solely in and to the trademarks and patents identified on Schedule A attached hereto (the "**Released Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agree as follows:

1. The Collateral Agent, on behalf of the Secured Parties, hereby releases to the Grantors the security interest in, to and under the Released Intellectual Property granted pursuant to the Security Agreement and/or the IP Security Agreement.
2. This Release shall not affect the Collateral Agent's security interest, or other rights, in, to, or under any Collateral other than the Released Intellectual Property.

3. This Release may be executed in one or more counterparts, and by the Collateral Agent in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by their duly authorized representatives as of the date first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION, as
the Collateral Agent

By Christian M. Stange
Name: CHRISTIAN M STANGE
Title: VICE PRESIDENT

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Schedule A

Released Intellectual Property of Esterline

DOMAIN NAMES AND TRADEMARKS

Domain Name	Registrant Name	Registration Number	Registration Date	Expiration Date
Esterline Technologies Corporation	wawhitney.us			
Esterline Technologies Corporation	wawhitney.us			
Esterline Technologies Corporation	wawhitney.info			
Esterline Technologies Corporation	wawhitney.biz			
Esterline Technologies Corporation		W.A. WHITNEY	2,634,779	76/300,963
Esterline Technologies Corporation		W.A. WHITNEY	2,634,780	76/300,964
Esterline Technologies Corporation		W.A. WHITNEY	2,653,887	76/300,966
Esterline Technologies Corporation		W.A. WHITNEY	2,708,616	76/300,965
Esterline Technologies Corporation		WHITNEY	1,847,580	74/448,561

Released Intellectual Property of Whitney

PATENTS

<u>Grantor</u>						
W.A. Whitney Co.	Cube Corner Laser Beam Retroreflector Apparatus for a Laser Equipped Machine Tool	6,531,680			04/06/01	03/11/03
W.A. Whitney Co.	Laser Beam Position Control Apparatus for a CNC Laser Equipped Machine Tool	6,528,762			02/12/01	03/04/03
W.A. Whitney Co.	Heavy-Duty Plate Laser with Linear Motors for X and Y Position Control	6,462,301			09/13/00	10/08/02
W.A. Whitney Co.	Real Time Control of Laser Beam Characteristics in a Laser-Equipped Machine Tool	6,392,192			09/15/99	05/21/02
W.A. Whitney Co.	Method and Apparatus for Controlling a Laser-Equipped Machine Tool to Prevent Self-Burning	6,455,807			06/26/00	09/24/02
W.A. Whitney Co.	Slug Collection and Removal System for a Laser-Equipped Heavy Duty Machine Tool	6,437,286			08/25/00	08/20/02
W.A. Whitney Co.	Laser-Equipped Machine Tool Having a Retractable Scrap Removal System	6,127,648			04/30/99	10/03/00
W.A. Whitney Co.	Insulated Slag Collection Bed for a Laser-Equipped Machine Tool	6,246,025			04/30/99	06/12/01
W.A. Whitney Co.	Heavy-Duty Laser Plate Cutting Machine	6,420,674			08/10/00	07/16/02
W.A. Whitney Co.	Air Handling System for a Laser Equipped Machine Tool	6,229,112			04/30/99	05/08/01
W.A. Whitney Co.	Laser-Equipped Machine Tool Cutting Head with Pressurized Counter Balance	6,204,473			04/30/99	03/20/01
W.A. Whitney Co.	Reflective Laser Collimator	6,128,138			07/15/99	10/03/00
W.A. Whitney Co.	Punch Press with High-Energy Thermal Cutting Device and Improved Slag Collection System	5,763,852			09/04/96	06/09/98

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<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Expiry</u>
W.A. Whitney Co.	Punch Press with Tool Changer	5,669,866	06/10/96	09/23/97
W.A. Whitney Co.	Apparatus for Adjusting the Stand-Off Height of a Plasma Arc Torch or the Like	5,468,929	12/22/94	11/21/95
W.A. Whitney Co.	Indexable Marking Tool for Use with a Punch Press	5,382,102	09/28/93	01/17/95
W.A. Whitney Co.	Cutter for Removing Dross Produced by a Plasma Arc Torch	5,266,775	10/15/92	11/30/93
W.A. Whitney Co.	Lifting Hand for a Punch Press Tool Changer	4,860,428	01/09/87	08/29/89
W.A. Whitney Co.	Tool Changing Apparatus for a Punch Press	4,649,622	01/04/84	03/17/87
W.A. Whitney Co.	Punch Press with Automatic Tool Changer	4,486,941	08/01/83	12/11/84

DOMAIN NAMES AND TRADEMARKS

<u>Grantor</u>	<u>Domain Name</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Expiry</u>
W.A. Whitney Co.		36TC		78/217,185	02/20/2003
W.A. Whitney Co.		44TC		78/217,174	02/20/2003
W.A. Whitney Co.		ILC & Design	2,396,374	75/567,592	10/08/1998
W.A. Whitney Co.	wawhitney.com				10/17/2000
W.A. Whitney Co.	wawhitney.net				